

THE STATE OF TEXAS §
COUNTY OF TARRANT §

Maintenance Bond

KNOW ALL BY THESE PRESENTS:

THAT _____,
of _____, County, Texas, hereinafter referred to
as "PRINCIPAL" or "CONTRACTOR", and _____,
a corporation organized under the
laws of the State of _____ and authorized to do
business in the State of Texas, hereinafter referred to as
"SURETY", are held and firmly bound unto the **CITY OF
ARLINGTON, TEXAS**, a municipal corporation located in Tarrant
County, Texas, hereinafter referred to as "CITY", in the
penal sum of _____ DOLLARS
(\$_____), lawful money of the United States, to be paid
in Arlington, Tarrant County, Texas, for payment of which
sum well and truly to be made, we bind ourselves, our heirs,
executors, administrators and successors, jointly and
severally; and firmly by these presents, the condition of
this obligation is such that, WHEREAS, PRINCIPAL entered
into a certain Contract with _____,
dated the ____ day of _____,
20____, in the proper performance of which the CITY OF
ARLINGTON has an interest, a copy of which is attached
hereto and made a part hereof, for the construction of: _____

NOW THEREFORE, if PRINCIPAL will maintain and keep in good
repair the work herein contracted to be done and performed
for a period of two (2) years from the date of acceptance
and do all necessary backfilling that may arise on account
of sunken conditions in ditches, or otherwise, and do and
perform all necessary work and repair any defective
condition growing out of or arising from the improper
joining of same, or on account of any breaking of same
caused by said CONTRACTOR in laying or building same, or on
account of any defect arising in any of said work laid or
constructed by said CONTRACTOR, or on account of improper
excavation or backfilling, it being understood that the
purpose of this section is to cover all defective conditions
arising by reason of defective materials, work or labor
performed by said CONTRACTOR; then this obligation shall be
void, otherwise to remain in full force and effect; and in
case said CONTRACTOR shall fail to do so it is agreed that
the CITY may do said work and supply such materials and
charge the same against said CONTRACTOR and SURETY on this
obligation.

PROVIDED, further, that if any legal action be filed on this Bond, venue shall lie in Tarrant County, Texas.

And, that said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work performed thereunder, or the plans, specifications, drawings, etc. accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by SURETY herein as the agent resident in either Tarrant or Dallas Counties to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, this instrument is executed on this
the _____ day of _____, 20____.

WITNESS:

PRINCIPAL:

Company

Signature

Signature

Typed/Printed Name

Typed/Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

WITNESS:

SURETY:

Signature

Company

Signature

Typed/Printed Name

Typed/Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

The Resident Agent of the SURETY in either Tarrant or Dallas County, Texas, for delivery of notice and service of process is:

NAME _____

ADDRESS _____

NOTE: Date of Bond must NOT be prior to date of Contract.